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VOL. XLIV., No. 43.

The Solicitors' Journal and Reporter.

LONDON, AUGUST 25, 1900.

* The Editor cannot undertake to return rejected contributions, and
 copies should be kept of all articles sent by writers who are not on
 the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE COMMENCE printing this week the statutes of the past session. The most noticeable is the Commonwealth of Australia Constitution Act, 1900 (63 & 64 Vict. c. 12), which will have an important effect upon the colonies forming that portion of the Empire, although for the purposes of discussion in this country attention was practically limited to the clauses dealing with the right of appeal to the Judicial Committee of the Privy Council. Another statute affecting the colonies is the Colonial Solicitors Act, 1900 (63 & 64 Vict. c. 14), which readjusts the terms upon which colonial solicitors can be admitted to practice in this country. Attention to the requirements of the labouring classes has been given in the Mines (Prohibition of Child Labour Underground) Act, 1900 (63 & 64 Vict. c. 21), which prohibits the employment in any mine below ground of a boy under thirteen, except in the case of boys already so employed; the Workmen's Compensation Act, 1900 (63 & 64 Vict. c. 22), which extends the benefits of the Act of 1897 to agricultural labourers; and the Railway Employment (Prevention of Accidents) Act, 1900 (63 & 64 Vict. c. 27), which empowers the Board of Trade to make rules "with the object of reducing or removing the dangers and risks incidental to railway service," and authorizes railway companies to issue debenture stock to meet the expenses incurred under the Act.

OTHER STATUTES of the year of social importance are the Census (Great Britain) Act, 1900 (63 Vict. c. 4), which directs the taking of a census in 1901; and the Burial Act, 1900 (63 & 64 Vict. c. 15), which makes provision for the consecration of portions of burial grounds and the erection of chapels. The Finance Act, 1900 (63 Vict. c. 7), affirms the principle of *Attorney-General v. Beech* (47 W. R. 257; 1899, A. C. 53), under which estate duty on the death of a tenant for life can be avoided by the surrender of the life interest to the next remainderman, provided—in this respect overriding *Attorney-General v. De Preville* (48 W. R. 193; 1900, 1 Q. B. 223)—the surrender is *bond fide* made, and possession given up, more than twelve months before the death of the *quondam* tenant for life. The Merchant Shipping (Liability of Shipowners and Others) Act, 1900 (63 & 64 Vict. c. 32), extends the existing limitation of the liability of shipowners—namely, in respect of loss of life or personal injury to £15 a ton, and in respect of other damage to £8 a ton—to all cases where (without their actual fault or privity) "loss or damage is caused to property or rights of any kind, whether on land or on water, or whether fixed or movable, by reason of the improper navigation or management of the ship." The statutes of the session which are of special legal interest are the Land Charges Act, 1900 (63 & 64 Vict. c. 26), the Companies Act, 1900 (c. 48), the Agricultural Holdings Act, 1900 (c. 50), and the Money-lenders Act, 1900 (c. 51). The last-named Act comes into operation on the 1st of November next; the Colonial Solicitors Act, the Burial Act, the Companies Act, and the Agricultural Holdings Act, on the 1st of January next; the Workmen's Compensation Act, 1900, on the 1st of July next, and the Land Charges Act on the same date, except as to section 1, providing for the transfer to the Land Registry Office of the registry of judgments, which, under the order we printed last week, comes into operation on the 1st of September next.

AN INTERESTING point arose before FARWELL, J., on Wednesday in the case of *Willis v. Cooper* (reported elsewhere). Judgment had been obtained in the action for a sum of £10 and costs, and a receiver of certain property which was subject to a

mortgage had been appointed. The £10 was paid, and the plaintiff then sought to retain the receiver in order to secure his costs, which were still untaxed. This, however, FARWELL, J., refused to allow, upon the ground that, till the costs had been ascertained by taxation, legal execution could not be issued for them, and consequently the appointment of a receiver by way of equitable execution was equally barred. Under section 25 (8) of the Judicature Act, 1873, indeed, a receiver may be appointed "in all cases in which it shall appear to the court to be just and convenient that such order should be made," and when a litigant has obtained an order for costs against his opponent it may appear "just and convenient" that he should at once be authorized to take steps to secure the payment of his costs when taxed. But this is not the construction which has been put upon the words of section 25. The same words apply to the granting of an injunction. It was held, however, by the Court of Appeal in *North London Railway Co. v. Great Northern Railway Co.* (31 W. R. 490, 11 Q. B. D. 30) that the High Court could not issue an injunction in a case in which no court before the Act could give any remedy whatever. Hence an injunction could not be granted to restrain proceedings in an arbitration when the proceedings must necessarily be futile. Similarly the words "just or convenient" cannot now be relied on to justify the appointment of a receiver in a case where before 1873 no such appointment could be made. Equitable execution, as pointed out by COTTON, L.J., in *Anglo-Italian Bank v. Davies* (27 W. R. 3, 9 Ch. D. 275), and also by LINDLEY, L.J., in *Holmes v. Millage* (41 W. R. 354; 1893, 1 Q. B. 551), is only allowed where a legal right exists and where there are legal difficulties which prevent the enforcement of that right at law. In the latter case the court refused to allow equitable execution by the appointment of a receiver of the future salary or earnings of a judgment debtor, upon the ground that legal execution could in no case be issued against such salary or earnings. Similarly in the present case legal execution could not issue to obtain payment of untaxed costs, and FARWELL, J., held that he had no power under such circumstances to appoint a receiver.

THE CASE of *Stewart v. Rhodes* (48 W. R. 233, 354; 1900, 1 Ch. 386) is certainly a little puzzling, and the difficulty presented by it to readers of the *Law Reports* is not diminished by the fact that the head-note summarizes the judgment of the Court of Appeal by saying, "Decision affirmed on different grounds." The main facts in it, stated in order of date, were that (1) STEWART had recovered judgment against RHODES; (2) RHODES had died; (3) the will of RHODES had been proved by W.; (4) STEWART had obtained an order in the action in the nature of a charging order *nisi*; and (5) an order had been made in the court of STIRLING, J., for the administration of the estate of RHODES, and the action of *Stewart v. Rhodes* had been transferred to his court. The application to make the charging order absolute then came on before STIRLING, J. This order recited the judgment, and recited that a sum of New Consols was standing to the credit of RHODES in the books of the Supreme Court, and then ran: "It is ordered that the plaintiff be at liberty to issue execution against W., the executor of the above-named defendant, under ord. 42, r. 23, and it is ordered that unless sufficient cause be shewn to the contrary"—at a named date—"the defendant's interest in the said sum of New Consols so standing as aforesaid shall, and that it in the meantime do, stand charged with the payment of the above-mentioned amounts due on the said judgment." On looking at the original of this order in the Record Department, we find that it is expressed to be made upon hearing counsel for the plaintiff and for the executor of the defendant—a fact which, having regard to the form of the order, ought, we think, to have been stated explicitly in the report.

It will be seen that the order purports to do two things:—(1) give absolute leave to the plaintiff to issue execution against the defendant's executor; (2) give the plaintiff a charging order *nisi* on the defendant's interest in certain funds. The first of these two mandatory directions ought not to be given without

notice to the executor (*Re Shephard, Atkins v. Shephard*, 43 Ch. D. 131); the second, being an order *nisi*, would ordinarily be granted *ex parte*. STIRLING, J., refused to make the charging order absolute upon a rather technical ground—namely, that the order was only expressed to charge the defendant's interest in the New Consols, and that the defendant meant RHODES, who was dead, and could not be read as meaning the interest which his executor took *qua* executor. The decision of the Court of Appeal goes on a more substantial ground, and will be found clearly summarized in the head-note in the WEEKLY REPORTER (48 W. R. 354); it is that under the Judgment Acts a charging order can only be made on the interest of a person against whom a judgment has been obtained; so that a creditor, who has obtained judgment against a debtor, cannot, after the death of the debtor, obtain a charging order against his executor without first obtaining a separate judgment against the executor. Mere leave to issue execution against an executor is not equivalent to obtaining judgment. An argument against this result was urged to the effect that a creditor, after obtaining judgment against a debtor, cannot get another judgment against his executor for the same claim. LINDLEY, M.R., however, had a ready answer to this contention. Without deciding on the correctness of it, he said: "If that is so, what follows? Not that the creditor has no remedy, but that he must bring an administration action." Of course in an administration action the creditor would not secure payment of his own debt alone, unless the executor admitted assets, but the order would go for paying all creditors rateably. This is, however, no hardship on a single creditor, but a mere rule of justice to all. It was urged in argument that the court ought to act on the principle of favouring a diligent creditor; but the answer was given that the court only acted on that principle as against a recalcitrant debtor or dilatory claimants; and that, when the question lay between giving one creditor priority, or paying all rateably, the court strove to put such a construction upon the Acts and rules as would favour the latter alternative.

AN IMPORTANT decision was given by KENNEDY, J., in *Harroving Steamship Co. (Limited) v. Toohey* (1900, 2 Q. B. 28) on the mode of charging the fees on the transfers of ships introduced by the Merchant Shipping (Mercantile Marine Fund) Act, 1898. Previously to that Act, dealings with ships and shares in ships had an enviable immunity from expense by reason of their exemption from stamp duties, but section 3 of the Act of 1898 provides that fees to be determined by the Board of Trade, not exceeding those specified in the first schedule, shall be paid "in respect of the registration, transfer (including transmission), and mortgage of British ships." The fees in the schedule are calculated according to the gross tonnage represented by the ships, or shares of ships, transferred—the transfer of a sixty-fourth share in a ship of 6,400 tons being reckoned, for instance, as the transfer of 100 tons—and after 125 tons, they proceed at the rate of 2s. 6d. for every 50 tons up to 500 tons, and then 2s. 6d. for every 100 tons. But the Act does not expressly deal with the case of the registration at the same time of several transfers dealing with shares in the same ship. In the case just mentioned the defendant was the shipping registrar at Whitby, and the plaintiffs tendered to him for registration (*inter alia*) twenty bills of sale for the transfer to them of, in all, fifty-eight sixty-fourth shares in a ship whose gross tonnage was 2,223. These shares represented by themselves a tonnage of 2,015 tons, and if, for the purpose of the fee, they were all to be lumped together, the fee would be £4. If, on the other hand, each of the twenty bills of sale was to be treated as a separate transaction, and the fees were to be charged separately on each, the amount would be very materially increased. Considering that on dealings with ships it is frequently necessary to get in shares from many different persons, the question is of no little importance in shipping practice. KENNEDY, J., however, took a view favourable to the Mercantile Marine Fund, and held that each transfer of shares by one person was to be charged with a separate fee, notwithstanding that the same transferee was taking a large number of transfers at the same time. The fee is payable on each block of shares included in a single transfer, just as if that were the only transfer which was being made. In the case in

question the entire transfers tendered for registration affected six ships, and the fees payable amounted to £118 17s. 6d. on the view taken by the defendant and adopted by the court, as compared with the £24 10s., which would have been payable on the contention of the plaintiffs.

CLOSED CHURCHYARDS AND HIGHWAYS.

THE considered judgment of Sir ARTHUR CHARLES in *Ex parte The Rector, &c., of Bideford* will set at rest a question upon which eminent ecclesiastical lawyers have shown considerable differences of opinion. The question was as to the jurisdiction of the chancellor of a diocese to grant a faculty to permit a portion of a disused consecrated burial ground to be thrown into the adjoining highway for the purpose of widening it. The frequency of these applications in recent years renders the point one of practical importance, but the great uncertainty which has prevailed on the subject is shewn by the state of the authorities. Faculties for this purpose have been granted in several cases by Dr. TRISTRAM in the dioceses of London and Chichester, and by Chancellor BLAKESLEY in Peterborough—see the case of *St. Anne's, Westminster*, decided in July last, and the *St. Botolph, Aldgate*, case (1892, P. 161), *The Vicar, &c., of St. Andrews, Hove v. Maw* (1895, P. 228a), and *St. Nicholas, Leicester v. Longton* (1899, P. 19), a case in which the authorities on the point were carefully reviewed by the learned chancellor of the diocese of Peterborough; the same course has been followed in several other consistorial courts. On the other hand in *Reg. v. Twiss* (L. R. 4 Q. B. 407) COCKBURN, C.J. (with whom HANNEN and HAYES, JJ., concurred), expressed a very decided opinion that the doctrine laid down by Dr. LUSHINGTON in *Campbell v. Paddington* (2 Robert. 559), and *St. John's, Walbrook* (ib. 518) is perfectly correct, "that when ground is once consecrated and dedicated to sacred purposes no judge has power to grant a faculty to sanction the use of it for secular purposes and that nothing short of an Act of Parliament can divest consecrated ground of its sacred character." And in *Harper v. Forbes* (5 Jur. N. S. 275), a suit for the restoration of a churchyard, a part of which had been taken into a highway without faculty, Dr. LUSHINGTON in the Court of Arches made a similar statement as to the law. It was in deference to these two cases in superior courts that Chancellor DIEDEN in the present case held that he had no jurisdiction to grant the faculty asked for by the rector and the corporation of Bideford.

Although the views of the learned judges in the two cases on which the Chancellor relied are entitled to the greatest respect, it appears upon an examination of those cases that their remarks were *obiter* only, and not statements of the grounds of the decisions. *Harper v. Forbes* was a practically undefended case; and in *Reg. v. Twiss* COCKBURN, C.J., after expressing his opinion in the words above quoted, proceeded to base his judgment (discharging a rule to prohibit proceedings for a faculty in the Consistory Court) upon narrower grounds. The application was made by a stranger to the parish, and it was not clear that the faculty asked for would actually extend to the use of consecrated ground for secular purposes. Sir ARTHUR CHARLES therefore felt at liberty to deal with the question apart from authority.

The churchyard in question had been closed for burials seven years ago by an Order in Council under the Burial Acts. No part of it could, therefore, be used in future for its original ecclesiastical purposes. It remained, as the learned judge pointed out, an open space under the care of the churchwardens, and subject to certain statutory restrictions as to its user. Being a "disused burial ground," it was for ever incapable of being built on: Metropolitan Open Spaces Act, 1881, s. 1; Disused Burial Grounds Act, 1884, ss. 2, 3; Open Spaces Act, 1887, ss. 2, 4. The adjoining highway was inconveniently narrow and both the highway authority and the rector and churchwardens desired that the faculty should be granted. The circumstances were therefore all in favour of exercising the discretion, if the jurisdiction were free from doubt.

The existence of public footpaths across churchyards, even when in use, is so common that the power to authorize the making of such paths might almost be presumed. *Walter v. Montague*

(1 Curt. 253) is, however, a clear authority for the grant of a faculty for this purpose. Of course, the making of a footpath does not remove any land outside the churchyard walls; it does, however, curtail the space for burials. In the case of a disused churchyard the addition to the road of a strip of ground presents the converse case—the right of burial having disappeared there is no curtailment of burial space, but consecrated ground is thrown outside the enclosure. Sir ARTHUR CHARLES in a very careful judgment decided that the jurisdiction existed and ought to be exercised, and his decision will be welcomed as settling a disputed point of law in a sense agreeable to sound reason and public utility.

INTEREST ON BONDS.

THE Court of Appeal in the recent case of *Re Dixon* (48 W. R. 665) have held, affirming the decision of BYRNE, J. (48 W. R. 71; 1899, 2 Ch. 561), that, upon a common money bond with a condition for avoidance on payment at a specified date of the sum intended to be secured, with interest up to that date, interest at the agreed rate is recoverable after such date as interest and not by way of damages. The decision is important inasmuch as, at first sight, it seems to conflict with the principle as to payment of interest laid down by Lord SELBORNE in *Cook v. Fowler* (L. R. 7 H. L., p. 37). In that case a warrant of attorney was given on the 2nd of May, 1864, to secure payment on the following 2nd of June of a sum of £1,300 with interest at the rate of £5 per cent. per month. The debtor died on the 25th of May, 1864, and in a suit for the administration of his estate the creditor claimed interest at the rate specified until payment; but STUART, V.C., allowed that rate only for the month, with interest afterwards at the rate of £4 per cent. per annum. This was affirmed by the House of Lords on the ground that the warrant of attorney carried interest only up to the day fixed for payment, and that any additional interest could be recovered only as damages for breach of the contract for payment. "Unless," said Lord SELBORNE, "it can be laid down as a general rule of law, that upon a contract for the payment of money borrowed for a fixed period, on a day certain, with interest at a certain rate down to that day, a farther contract for the continuance of the same rate of interest after that day, until actual payment, is to be implied, the decision of the Vice-Chancellor in this case is not erroneous. I entirely agree . . . that no such contract is to be implied, unless there is something to justify it upon the construction of the words of the particular instrument; and that, although in cases of this class interest for the delay of payment *post diem* ought to be given, it is on the principle not of implied contract, but of damages for breach of contract."

At first sight there seems to be no reason why this rule should not be applied to the case of a money bond of the nature above described. Such bonds, however, have a history of their own which has been made the ground for treating them in this respect in a manner different from other contracts for the payment of money. At law, as is well known, if the obligor failed to perform the condition of the bond, the whole penal sum was recoverable, but equity interfered to prevent the obligee from getting more than his principal, interest, and costs, and this relief was confirmed by 4 & 5 Anne, c. 16. Section 13 of that statute enacted that in an action on any bond with "a condition or defeasance to make void the same upon payment of a lesser sum at a day and place certain," the defendant might discharge himself by bringing into court the principal and interest due upon the bond with all costs incurred. In *Bonafous v. Rybot* (3 Burr. 1370) Lord MANFIELD expressed considerable dissatisfaction that the courts of law had not anticipated this statute by following the example of equity. It is extraordinary, he said, that after, in a court of equity, the true nature of a bond had been settled to be the securing of principal, interest, and costs, "and therefore every party to a bond understood it in this sense, the courts of law did not follow equity, but still continued to do injustice as of course; and put the parties to the delay and expense of setting it right elsewhere as of course"; and upon the principle that the statute of Anne, being intended to reform an erroneous course of proceeding which the courts

themselves might and ought to have remedied, should receive a liberal construction, he held that it was applicable to the case where the bond was conditioned for payment of money by instalments.

With these praiseworthy ideas of Lord MANSFIELD BRAMWELL, B., in *Preston v. Dania* (L. R. 8 Ex., p. 22), expressed his complete disagreement. "Where," he said, "is the injustice of holding people to mean what they say? Where is the injustice of making a man perform what he chooses to promise? I protest I can see none. And to relieve a man from his obligations on some supposed equitable considerations seems to me to be a mischievous thing. If relief is required let the Legislature interfere." It was the same eminent judge, it will be remembered, who at a later date, as Lord BRAMWELL, found fault in *Salt v. Marquis of Northampton* (1892, A. C., p. 18) with the allowance of an equity of redemption to a mortgagor. "Whether it would not have been better to have held people to their bargains, and taught them by experience not to make unwise ones, rather than relieve them when they had done so, may be doubtful." The immediate result of these opinions in *Preston v. Dania* was that words in section 25 of the Common Law Procedure Act, 1860, similar to those in 4 & 5 Anne, c. 16, s. 13, were held not to be applicable to a bond conditioned for payment by instalments, and it was pointed out that Lord MANSFIELD's remarks on such a bond in *Bonafous v. Rybot* (*supra*) were really *obiter dicta*, since in that case the whole sum had become due.

The discussion, however, as to the exact scope of the statute of Anne does not affect the point immediately in view. In the case of ordinary bonds with a condition, the course of equity, as pointed out by RIGBY, L.J., in his judgment in the present case of *Re Dixon*, was to assess the interest at the agreed rate until payment. In the case of other bonds as to which the interference of equity was called for, an issue was directed to assess the damages suffered, and an injunction granted in the meantime until the damages were ascertained. This seems to be a sufficiently clear intimation that interest was assumed to be payable as interest and not as damages, and as appears from *Farquhar v. Morris* (7 T. R. 124), the same course was followed by the courts of law in giving relief under the statute of Anne. It was there held that interest was payable from the date for payment fixed by the bond, and it was referred to the master to compute the interest.

The fact, therefore, that courts of equity interfered to grant relief against the penalty of a bond, and treated the penalty as securing interest at the specified rate so long as the money was outstanding, has created a distinction between such bonds and the ordinary contracts for the payment of money with interest up to a fixed date to which Lord SELBORNE referred in the passage from his judgment in *Cook v. Fowler* quoted above. The distinction was clearly put by COLLINS, L.J., in his judgment in *Re Dixon*: "You could not recover interest, as interest, upon a simple bond without a penalty; but you could unquestionably—always in a court of equity, and afterwards, by the statute of Anne, in a court of law—recover not damages, but interest, on a bond with a penalty. The explanation is this—that in the view of both courts the penalty really was for the purpose of securing that which was the real contract—i.e., the principal with the interest." In cases, therefore, where there is a bond with a penalty interest subsequent to the date for payment is recoverable as interest. Where there is any other contract for payment of money at a fixed date, with interest up to that date, interest is only recoverable as damages. Frequently it is immaterial under which head the interest falls, but occasionally the difference is important. In *Cook v. Fowler*, as we have seen, it stopped interest at 60 per cent. per annum, and changed it into 4 per cent. In the present case, had interest been payable as damages, the defendant hoped to be able to set up the Statute of Limitations as a defence to the action on the bond, no interest having been actually paid for over twenty years. It was held, however, to be payable as interest, and since the wife of the obligor was tenant for life of the fund secured by the bond, and there was practically the same hand to receive as to pay, the interest, according to a well-settled rule, was treated as having been kept down, and the statute consequently was no defence.

CASES OF THE WEEK.

Before the Vacation Judge.

H. WILLIS v. COOPER. SLATTERY v. COOPER.
S. C. WILLIS v. COOPER. 22nd August.

PRACTICE—RECEIVER BY WAY OF EQUITABLE EXECUTION—JURISDICTION—JUDGMENT FOR UNTAXED COSTS.

These were three motions in which substantially the same question was involved. The first was a motion on behalf of the plaintiff that the plaintiff or some other fit or proper person might be appointed receiver of certain messuages and tenements and hereditaments and of the rents and profits thereof or of the estate and interest of the defendant R. B. Cooper therein respectively by way of equitable execution of, and to enforce, the judgment in this action pronounced on the 16th of May, 1900, whereby (*inter alia*) it was ordered that the defendants other than the defendant company, the New Cooper Cycle Fittings Co. (Limited), should pay the plaintiff the sum of £10 and the costs of the action. Upon behalf of the plaintiff it was said that on the 16th of May the plaintiff recovered judgment against the defendants, except the New Cooper Cycle Fittings Co. (Limited), for £10, being the amount due for dividend on 300 shares acquired by the plaintiff, with costs. The costs amounted to £120 or thereabouts, but the taxation of the costs had not yet been completed. The defendant, R. B. Cooper, was entitled to certain leasehold houses subject to a mortgage, and upon the 1st of August, 1900, the plaintiff was appointed interim receiver of the rents of forty-four of the houses without prejudice to the rights of the mortgagees. The judgment debt had now been paid, so that the only sum now due was for untaxed costs. It was submitted that a receiver could be appointed by way of equitable execution for costs, even though the costs had not been taxed: Seton on Decrees, vol. 1, p. 667; *Keowney v. Attrill* (35 W. R. 191, 34 Ch. D. 345). For the defendants it was submitted that there was no jurisdiction to issue equitable execution for untaxed costs: Annual Practice, p. 678; ord. 42, r. 17. Moreover, the defendant R. B. Cooper was possessed of property upon which legal execution could be issued in addition to the equities of redemption in the houses. The court would not order equitable execution to issue where there was property which could be taken in legal execution: *Manchester District Banking Co. (Limited) v. Parkinson* (37 W. R. 264, 22 Q. B. D. 173).

FARWELL, J.—These are three applications for the appointment of a receiver by way of equitable execution. The actions, although brought in the Chancery Division, are in the nature of common law actions, inasmuch as the judgment was one for a sum of money and costs to be taxed. The time for issuing a writ of *fi. fa.* or *elegit* upon such a judgment is fixed by ord. 42, r. 17. In a note to this rule in the Annual Practice it is said that "both in the Chancery Division and the Queen's Bench Division a judgment or order for costs to be taxed is enforceable by execution on production of the judgment or order and taxing officer's certificate." In this case the costs have not been taxed. When the interim order appointing the receiver was made the amount of the judgment was not paid. But now the judgment debt has been wholly paid, and there simply remains a judgment for the untaxed costs. No execution at law could issue for them. The question is, Can I, under these circumstances, grant equitable execution which is a substitute for legal execution? I think I am bound by the previous decision of Lord Lindley upon this point in *Holmes v. Millage* (41 W. R. 354; 1893, 1 Q. B. 551), and that I cannot. In support of the motion section 25, sub-section 8, of the Judicature Act, 1873, was relied on, as shewing that the court had jurisdiction to appoint a receiver where it was "just or convenient." But in *Holmes v. Millage* Lord Lindley points out that where, before the Judicature Acts, no court could grant a receiver, it is not "just or convenient" within that section to appoint a receiver. The result is that I have only jurisdiction to interfere by way of equitable execution in cases where there would be a legal right to have execution, but there is an outstanding legal estate which is a bar to legal execution. I do not think that *Keowney v. Attrill* is contrary to anything I have said. For the defendants it was contended that equitable execution ought not to be issued where there is other property of the debtor's which might be taken in legal execution. In my opinion, the fact that there is property of the judgment debtor which might be taken in legal execution is utterly immaterial. It is the debtor's duty to pay, and, if he does not, he cannot complain of equitable execution being issued any more than if the sheriff were in possession of his house under a legal execution. I must decline to continue the receiver as to the untaxed costs, but the defendant R. B. Cooper must pay the costs of the motion, including the costs of the *ex parte* order of the 1st of August, and the receiver is not to be discharged until all those costs are paid.—COUNSEL, *Alexander, Q.C.* (*J. H. Barron* with him); *T. Bateman Napier*. SOLICITORS, *Belfrage & Co.*, for *Reeco & Harris*, Birmingham; *Roushiffes, Rawle, & Co.*, for *Perry Shakespeare*, Birmingham.

[Reported by J. H. ALDOUS, Barrister-at-Law.]

CASES OF LAST SITTINGS.

High Court—Chancery Division.

Re PETTIFER. PETTIFER v. PETTIFER. Byrne, J. 7th Aug.

WILL—CONSTRUCTION—JOINT GIFT OF REAL AND PERSONAL ESTATE—CONDITION IN TERROREM.

This was an adjourned summons on the construction of a will. The testator gave and bequeathed to his wife, Ruth Pettifer, all his estate and effects, both real and personal and house and land property whatsoever and where-

soever situate and of what quality soever; and the testator continued: "My dear wife Ruth Pettifer will have whole and sole control of my property during her life, on condition that Ruth Pettifer do not marry again after my decease." There was no gift over.

BYRNE, J., held that this being a joint gift of realty and personalty, the rule of law applicable to personal estate applied and that consequently the condition was void as being in *terrorem*.—COUNSEL, Norton, Q.C., Jolly, Levett, Q.C., Hawkins. SOLICITORS, Prior, Church, & Adams; Goodale & Hobson, for Butterworth, Rose, & Morrison, Swindon.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

Re COUNTIES CONSERVATIVE PERMANENT BENEFIT BUILDING SOCIETY. DAVIS v. NORTON. Stirling, J. 7th, 9th and 11th August.

BUILDING SOCIETY—WITHDRAWAL OF MEMBERS—CONSTRUCTION OF RULES—WINDING-UP—PRIORITIES—EXECUTOR OF DECEASED MEMBER—"SET-OFF."

Summons for the determination of questions which had arisen in the winding-up of a building society under a deed of dissolution. After a regular conduct of its affairs for many years, dissatisfaction arose in 1895, and on the 26th of June of that year two notices were sent out, one summoning the members to an annual meeting, which was held on the 10th of July and was purely formal; the other, under a rule of the society, summoning a special general meeting, also for the 10th of July, to consider the advisability of dissolution. This meeting was duly held and adjourned till 8th August, when it was resolved that the society be voluntarily wound up; the deed of dissolution was accordingly prepared and on the 1st of November was duly registered. The following were the rules of the society material to the questions raised as to share withdrawals and loans, in respect of which the priorities of different members were to be determined: Rule 67: "Any person who shall have been a member of the society for six months, and shall not have received any advance out of the funds of the society, and whose subscriptions and fines are not in arrear, shall be at liberty to withdraw from the society upon giving the society one month's previous notice in writing of his intention. The amounts receivable by members on withdrawal will be those contained in Table A. scheduled to these rules, but subject, nevertheless, to any payments or deductions as may be determined by the directors. Payment of withdrawal shall be made according to the priority of the receipt of the notice of withdrawal by the society." Rule 68: "The directors shall have full power from time to time to limit the number of shares that shall be withdrawn in any one month, and to limit the withdrawals so that they shall not exceed one-half of the monthly income from share subscriptions, and all previous applications for advances shall have priority over notices of withdrawal." Rule 69: "The legal personal representatives, widows, guardians of infant children of deceased members, entitled to the shares of such deceased members, and the guardians or committees of members becoming lunatic or of unsound mind, shall have priority over other members in withdrawing from the society." Four different classes of members had given notices of withdrawal which had matured before 26th June, 10th July, 8th August, and 1st November, 1895 respectively; one member (Meadows) died prior to the 26th June, 1895, without having given any notice of withdrawal; and one member (Saunders), who had given notice of withdrawal, had accepted a proposal as to advances on the security of his shares upon the terms of a circular issued, admittedly *ultra vires*, by the secretary of the society, in accordance with which he had received £41; of this sum he had paid back £13, and now claimed an equitable right to set off the money he still owed against his fully paid-up share. The directors had determined that the amounts receivable on withdrawal should be subject to payments or deductions under rule 67 and had also exercised the power given them by rule 68. All outside creditors had been paid; the amount due to members was twice the entire assets, in the distribution of which it was now sought to determine the priorities of the members *inter se*.

STIRLING, J., said that rule 67 was perhaps not less clearly expressed than many other building society rules, but its effect was that out of the funds available those members who gave notice of withdrawal were entitled to be paid the prescribed amounts according to the priority of the receipt of such notices by the secretary. The resolution of the directors under rule 68, by which the shares to be withdrawn were to be limited, was perhaps less clear than the rule itself, because it mentioned neither any number nor that none were to be withdrawn. If that had any meaning at all it must be limited to the class of shareholders who claimed the withdrawals, so that they should not exceed one-half of the monthly income from share subscriptions. There was nothing in rule 67 to support the contention that when once the notice of withdrawal was given in a particular month exceeding the amount of one-half of the monthly income coming from share subscriptions during that month, the notice ceased to have any effect. Rule 67 conferred an absolute right of withdrawal, and rule 68 was only directed to limiting the working out of the withdrawals. A member was not compelled to withdraw, and if he chose to do so he must take the consequences of the rules. As to the priority claimed by the executor of Meadows, his case was governed by the decision in *Re West London and General Permanent Building Society* (42 W.R. 535; 1894, 2 Ch. 359), and the executor of a deceased member would take precedence of all persons who had given notice to withdraw. All the assets of the society would be required to pay members who had given notices of withdrawal prior to the date when the winding-up commenced. It appeared to his lordship that Saunders was liable to restore to the coffers of the society for the purposes of that distribution the sum which had got improperly into his hands. By accepting the proposal of the secretary he had waived the notice of withdrawal which he had given and had elected to remain a continuing member. His lordship was unable to see why he should not be required to discharge the liability for the satisfaction of the claims of members entitled to the assets in priority

to himself. In *Brownlie v. Russell* (8 App. Cas. 235) there was an express stipulation, the absence of which from the present case obliged his lordship to decide it in accordance with general equitable principles and to hold that Saunders was bound to contribute, and was not entitled to the right of "set-off" which he claimed.—COUNSEL, E. A. Warrisburg; Maugham; G. Cave; R. J. Parker; Owen Thompson. SOLICITORS, Busk, Meller, & Norris, for Little & Lyle, Bath; Peacock & Goddard, for R. D. Sharp & Symonds, Bournemouth.

[Reported by W. H. DRAPER, Barrister-at-Law.]

Court of Arches.

Re BOROUGH OF BIDEFORD. Ex parte RECTOR AND CORPORATION OF BIDEFORD. 25th July.

CONSECRATED GROUND—DEFINITE ABANDONMENT OF SACRED USE—POWER TO DEVOTE TO SECULAR PURPOSE—FOOTWAY.

This appeal from a decision of Dr. Dibdin, the Chancellor of the Consistory Court of Exeter, raised an important question as to the powers of public bodies to acquire portions of disused consecrated ground for secular purposes, without being put to the expense and trouble of obtaining a private Act of Parliament. The rector and churchwardens, and corporation, of Bideford, in Devon, were desirous of devoting a certain strip of a disused burial ground to the purpose of widening the adjoining highway, which was at the point exceedingly narrow, inconvenient, and even dangerous. The cemetery has been closed for burials by an Order in Council dated the 16th of May, 1893. The strip of land in question contained only five graves and two head-stones; and it was proposed to re-inter the bodies, and re-erect the head-stones, in consecrated ground elsewhere. The last interment had taken place in the August of 1884; and the consent had been obtained of all those owners of the graves whom it was possible to trace. In the case only of two of these graves it was impossible to discover the owners. The corporation proposed to pay £42 for the privilege of utilising the land in question, the total area of which amounted only to 337 square feet; and this money it was intended to spend, partly in building a new boundary wall to the enclosure, and partly in putting the cemetery into a condition of general good order. Dr. Dibdin, however, was of opinion that he possessed no jurisdiction to authorize the utilization of consecrated ground for purely secular purposes, and refused to grant the faculty asked for. From this decision the rector and corporation now appealed, and it was argued on their behalf that the cases of *Reg. v. Twiss* (L. R. 4 Q. B. 407), and of *St. John's, Wallbrook* (2 Robert. 515), on both of which the learned Chancellor relied in his previous decision of *Re Plumstead* (1895, P. 225), were clearly distinguishable. *Re Bettison* (L. R. 4 Ad. & Eccl. 294), was, on the contrary, directly in their favour. Reference was also made by counsel for the appellants to the following cases: *Campbell v. Parishioners of Paddington* (2 Robert. 558); *St. George's, Hanover Square v. Stuart* (2 Stra. 1,126); *Re St. John's, Wallbrook* (2 Robert. 518); *Re Vicar, &c., of St. Botolph's v. Parishioners of Same* (1892, P. 161); *Re Vicar, &c., of St. Andrew's, Hove v. Mason & Rowe* (1895, P. 228 Note); *Re St. Gabriel's, Fenchurch-street* (1896, P. 95); *Re St. Nicholas, Leicester* (1899, P. 19).

AUG. 2.—THE COURT allowed the appeal.

THE DEAN OF ARCHES.—The learned judge in this case was of opinion that he had no jurisdiction to grant a faculty for the proposed purpose, and on that ground refused the citation. He founded his judgment upon the two cases of *Harper v. Forbes* (5 Jur. N. S. 275) and *Reg. v. Twiss* (L. R. 4 Q. B. 407); and if they do in fact decide the point now under consideration, they no doubt bind him as they would also bind this court. It is necessary, therefore, to examine them carefully. *Harper v. Forbes* was decided in this court by Dr. Lushington in 1859. The suit was practically undefended, and the observations of the judge at the outset of the hearing were certainly not necessary to that decision. So far, therefore, as the decision is concerned, it leaves me free to consider whether the general proposition laid down is applicable to the facts with which I have now to deal—whether, in other words, it can be applied without qualification to consecrated ground when the purpose for which the ground was originally consecrated can no longer be lawfully carried out. In *Reg. v. Twiss*, Cockburn, C.J., in the course of his judgment, whilst expressing approval of the proposition enunciated by Dr. Lushington, distinctly states that the application before the court would be disposed of "on narrower grounds." There is nothing, therefore, in the decision itself binding on this court. Now, in the present case the faculty is asked for in respect of ground which can no longer be lawfully used for burials. If it still remained open the ordinary would undoubtedly have power to grant a faculty for a footpath to be made within it for the public convenience (*Walter v. Mountague*, 1 Curt. 253); and regarding the question as one of jurisdiction as opposed to discretion, I can see no difference between a faculty for a path across a churchyard and for a path along one side of it. These paths, so long as interments were lawful, would also subserve the ecclesiastical purpose of burial; but I see no reason why the jurisdiction should not remain, although the ecclesiastical purpose can no longer be carried out. And in this case, as no question can arise as to the curtailment of the parishioners' rights of burial space for the future, I see no objection to authorising the removal of the present boundary-wall so as to allow the proposed path to be thrown into the public way. But if this be done means must be taken to preserve a record of the exact measurement of the piece of land thus added to the road, for it will still remain a part of the burial-ground, subject to ecclesiastical jurisdiction and to the statutes as to the mode in which burial-grounds may be lawfully used. In the result, therefore, I am of opinion that this appeal must be allowed.—COUNSEL, Grassbrook. SOLICITORS, Peard & Son.

[Reported by J. E. MORRIS, Barrister-at-Law.]

LEGAL NEWS.

APPOINTMENT.

Mr. THOMAS OLEGHORN SMITH, of Berwick-upon-Tweed, solicitor, has been appointed Clerk to the School Board for the Borough of Berwick-upon-Tweed. Mr. Smith was admitted in December, 1884.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

FRANCIS GILMAN and WILLIAM SLOCOMBE GIBBS, solicitors (Gilman & Gibbs), 1, Albion-place, Southampton. May 23. [Gazette, Aug. 17.]

THOMAS FISH MARSON, ARTHUR THOMAS MARSON, and ARTHUR HENRY HAIGH, solicitors (Marson, Son, & Haigh), 1, Southwark Bridge-road, London, S.E. As from March 31 last so far as regards the said Thomas Fish Marson, who has retired from the firm. [Gazette, Aug. 21.]

GENERAL.

On the 17th inst., says the *Daily News*, Mr. A. W. Dolby, the Local Government Board auditor, surcharged the West Ham Board of Guardians £32 3s. 10d., which had been expended on luncheons for the members out of the public funds. The auditor said there was nothing to legalize a payment of this kind, and although the guardians might appeal he did not think any arguments would be likely to alter the decision. Mr. Tarrant, the ex-chairman of the board, who signed the cheque for the luncheons, states that he is quite willing to make this a test case, as he believes that the members, who on board days have to spend nine or ten hours at the union, are entitled to a shilling dinner.

Mr. Clark Bell, an American lawyer, paid a visit, says the *Daily News*, to Mrs. Maybrick at Aylesbury on Tuesday, and had the opportunity afforded him of seeing Mrs. Maybrick alone. Mr. Bell, in the course of an interview with a Central News representative, said Mrs. Maybrick is located in the prison infirmary at present. She protests her innocence as strongly as she did eleven years ago. Mrs. Maybrick stated that once when on circuit Lord Russell of Killowen, who acted as her counsel at the trial, visited her in prison, and in the course of conversation said that if there was any man in England who believed her to be innocent that man stood before her. She added that she had nothing to complain of. She had nothing but praise for the matrons.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHRISTIE MINERAL WATER CO., LIMITED.—Creditors are required, on or before Sept 1, to send in their names and addresses, and the particulars of their debts or claims, to Henry Joseph Price, 26, Newgate st, Chester.

COFFEY PUBLISHING SYNDICATE, LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Leonard Mallison, 188A, Winchester House, Old Broad st. Blackman, 194, Gresham House, Old Broad st, solers to liquidator.

HEALING & CO., LIMITED.—By an order made by Wright, J., dated Aug 9, it was ordered that the voluntary winding up of the company be continued. Richards & Co., 31, York pl, Portman sq, solers for petors.

LIVERPOOL STRAIGHTENING OYSTER, LIMITED.—Creditors are required, on or before Sept 22, to send their names and addresses, and the particulars of their debts or claims, to Allan Heywood Bright and Ernest Cook, 17, Water st, Liverpool. Hill & Co, Liverpool, solers to liquidators.

TRINT FRANCAIS, LIMITED.—Creditors are required, on or before Sept 24, to send their names and addresses, and the particulars of their debts or claims, to Henry David Boyle and William Charles Gould, 8, Old Jewry.

FRIENDLY SOCIETY DISSOLVED.

FELLOWSHIP PROVIDENT SOCIETY, 51, Moorgate st. Aug 13.

London Gazette.—TUESDAY, Aug. 21.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BROOKS SYNDICATE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Sept 26, to send their names and addresses, and the particulars of their debts or claims, to Ernest Claude Ricka, 161, Dashwood House.

CARTER & GIBSON, LIMITED.—Creditors are requested, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Harold Sedler, 7, Victoria st, Liverpool. Glover, Liverpool, solers to liquidator.

J. T. GROVES & CO., LIMITED.—Creditors are required, on or before Oct 4, to send their names and addresses, and the particulars of their debts or claims, to Clara Smith, ex J. T. Groves & Co, Davis st, Carlton rd, Nottingham. Drake & Co, 24, Rood lane, solers to liquidator.

MIDLAND ENGINEERING AND STAMPING CO., LIMITED.—Creditors are required, on or before Sept 26, to send their names and addresses, and the particulars of their debts or claims, to Sidney Thomas Peacock, 17, Hertford st, Coventry. Hughes & Mawson, Coventry, solers to liquidator.

THE MILLION ACRES SYNDICATE, LIMITED.—Creditors are required, on or before Oct 12, to send their names and addresses, and the particulars of their debts or claims, to Frederick King, 2, Cowper st, Cornhill. Barker & Son, 7, Union st, Old Broad st, solers to liquidator.

WHITE & PIKE, LIMITED.—By an order made by Wright, J., dated Aug 9, it was ordered that the voluntary winding up of White & Pike, Limited, be continued. Massey & Reynolds, Coleman st, solers for petors.

FRIENDLY SOCIETIES DISSOLVED.

DUNDEE AND DUNDEE CO-OPERATIVE BAKERY SOCIETY, LIMITED, Eightlands, Dundee, Yorks. Aug 18.

LANCASHIRE NATIVELY BENEVOLENT SOCIETY, 104, Imp, Lanchester, Carmarthen. Aug 8.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 10.

BOLLAND, GEORGE, Apperley Bridge, Yorks, and AGNES BOLLAND, Ben Rydding, Yorks Oct 12 Bolland v Bolland, Kekewich, J Simpson & Simpson, Leeds
BROOK, THOMAS WILLIAM, Maidstone, Kent, Seed Crusher Sept 30 Dixon v Brook, Kekewich, J Stanning, Maidstone
HARRISON, EMMA MARIA, Boundary rd, South Hampstead Sept 30 Prowse v Morrison, Cooke-Hardy, J Hobbs, Great Titchfield st
WHEELER, ANN ELIZABETH, Tonbridge, Kent Sept 28 Reynolds v Tolhurst, Cooke-Hardy, J Warner, Tonbridge
WYNHAM, ELIZA DAWES, Landport, Hants Oct 15 Bryant v Harrison, Kekewich, J Curtis, Bedford row

London Gazette.—TUESDAY, Aug. 14.

GORDON, ISAAC, Birmingham, Money-lender Oct 24 Levenstein v Gordon, Stirling, J Price, Birmingham
GRIFFITHS, SARAH, Fencosed, Glam Oct 1 Griffiths v Griffiths, Byrne, J Stockwood, Bridgend
LANODON, EDWARD, Sidbury, Devon, Baker Sept 1 Clode v King District Registrar, Exeter

London Gazette.—FRIDAY, Aug. 17.

HEAPS, THOMAS, Woodhouse Lodge, Leeds Oct 1 Heaps v Heaps, Kekewich, J Perkins, Leeds
RUBENFORTH, JONATHAN, Bolton, Bradford, Worsted Spinner Oct 9 Whitely v Rubenforth, Kekewich, J Holmes, Bradford

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 17.

ALLEN, JAMES, Mosely, Worcester, Manufacturer Sept 28 Thomas & Guest, Birmingham
ANDERSON, ALFRED, Stockport, Chester, Grocer Sept 29 Lake & New, Stockport
ASCHOFF, JAMES HENRY, Oldham Oct 1 R & J Aschoff & Maw, Oldham
ATTACK, CAROLINE, Cambridge Oct 1 Whitehead & Co, Cambridge
BERNARDINI, PASCAL, Cardiff Sept 30 Simmonds & Co, Bath
BERRYMAN, THOMAS, Brompton rd, Window Blind Maker Sept 14 Robinson, Lincoln's inn fields
BORN, ELIZABETH, London Wall Sept 16 Waiker & Battiscombe, Basinghall st
BOOTH, FREDERICK WILLIAM DELAMERE, Leigh, Lancaster Oct 15 Marsh & Co, Leigh
CANCELLOR, ROY JOHN HENRY, Normandy, nr Guildford Sept 30 Scadding & Bodkin, Gordon st
CARTER, ALFRED WILLIAM, Clapton Aug 31 Wisbey, Hackney
CHALLIN, ELLEN, Bishop's Stortford, Herts Oct 1 London, Budge row
CHURCHWARD, JOSEPH GEORGE, South Kensington Sept 15 Lamley & Lamley, Camduist st

COLBROCK, JAMES, Batley, York, Beerhouse Keeper Sept 29 Law, Batley
COOPER, MARIA LOUISE, Catford, Kent Sept 19 Tjio, Stratford
CROUCHEN, NAOMI, Lowestoft Sept 17 Nicholson & Cook, Lowestoft
DAVY, THOMAS, East Harling, Norfolk, Farmer Oct 1 Stevens & Co, Kenninghall
DAVENPORT, PHILIP, Keiridge within Bollington, Chester, Blacksmith Oct 1 Taylor, Macclesfield
DAWE, JAMES, Hasbournes Sept 17 Hillman & Burt, Hasbournes

DEBNETT, GEORGE, New Cross, Tailor Sept 29 Cresswell & Co, Water ln, Blackfriars
DUKE, FRANCIS, Cotham Aug 30 Wood, Bristol
DURANT, JAMES, Coates Farm, nr Fittleworth, Sussex, Farmer Sept 30 Brydons & Pittfield, Petworth
FINNEY, MARY OLIVER, Oakengates, Salop Sept 10 Coleman & Co, Birmingham
FLETCHER, MARY ANN, Laneham, Nottingham Oct 1 Park & Son, Hull
GILSON, WILLIAM EDWARD, Barnsbury, Medical Practitioner Oct 1 Upton & Co, Austin Friars

HEINKE, GOTTLIEF HENRY, Great Portland st Nov 15 Newton & Co, Great Marlborough st
HOPE, SAMUEL WILSON, Petworth, Sussex, Surgeon Sept 30 Brydons & Pittfield, Petworth

HOPKINS, JOSEPH, Leighton Buzzard, Farmer Sept 29 Calcott, Leighton Buzzard
HOBBY, MARY ELIZA, Shrewsbury Sept 17 How & Son, Shrewsbury
JONES, JOSEPH, North Birkby, Huddersfield, Gent Sept 6 Fisher, Huddersfield
JONES, ELIZABETH ANN, Chiswick Sept 29 Toovey, Orchard st, Portman sq

LING, EMMA LOUISA, Swines Green, near Beccles, Suffolk Sept 17 Nicholson & Cook, Lowestoft
LOWE, MARY ANN, Lowestoft Sept 17 Nicholson & Cook, Lowestoft

MACHET, STEPHEN, Godalming Sept 14 Mellers, Godalming
MCLEOD, ANDREW, Dunsany rd, Brook Green, Manufacturer's Manager Oct 8 Marsden, London Wall

MERRER, JOHN, King's Norton, Worcester Sept 30 Newey & Son, Birmingham
MAXES, FREDERICK AUGUSTUS, Dorking, Surrey, Admiral R N Sept 20 Fladgate & Co, Craig's st, Charing Cross

NEALS, WILLIAM MARSH, Bristol, Timber Merchant Nov 2 Chesterton, Bath
PATNE, THOMAS, Kentish Town rd, Restaurant Proprietor Sept 4 Creech, Sturminster Newton, Dorset

REES, EMMA, Newport, Mon Sept 11 Evans, Newport
RUTTER, MARY, Stoke Bishop, nr Bristol Sept 19 Stone & Co, Bath

RUSSELL-BROWN, FRANK, Trales, Kerry Sept 30 Wadson & Malletson, Devonshire sq
SMITH, AGNES, Brighton Sept 30 Edwards & Cohen, Coleman st

STACEY, HENRY CHARLES, Devizes, Wilts, Baker Aug 28 Smith, Devizes
SMITH, ELIZA SARAH, Forest Gate Sept 12 Tjio, Stratford

SMITH, SAMUEL GEORGE, Ware, Herts Sept 29 Freshfields, Old Jewry
SAPPEY, JOSEPH JOHN, Old Jewry chambers, Chartered Accountant Sept 11 Hubbard, Chancery ln

TAYLOR, ISAAC, Scarborough Sept 30 Jobb & Son, Boston
TAYLOR, MARY, Boston, Lincoln Sept 30 Jobb & Son, Boston

THOMPSON, WILLIAM JAMES, Hampton, Engineer Sept 16 Charlton & Baker, Kingston on Thames
WILD, PHOEBE, Ealing Sept 30 Wadson & Malletson, Devonshire sq

WOODCOCK, JOHN, Oldham Bobbin, Manufacturer Oct 1 R & J Aschoff & Maw, Oldham

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation."—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, August 17.

RECEIVING ORDERS.

BARBER, WILLIAM HARVEY, Matlock, Derby Pet Aug 15 Ord Aug 15
BENBAUM, JESSE, Lincoln, Furniture Dealer Lincoln Pet Aug 15 Ord Aug 15
BOOTH, CHARLES HENRY, Battersea, Chemist High Court Pet Aug 15 Ord Aug 15
BOYCE, HARRY GLADSTONE, Birmingham, Timber Merchant Birmingham Pet Aug 15 Ord Aug 15
BROOKHEAD, FRANK, Salford Salford Pet Aug 14 Ord Aug 14
CALVERT, THOMAS, Normanby, Yorks, Butcher Middleborough Pet Aug 13 Ord Aug 13
CLIFFORD, ALFRED BODMAN, Haddon, Public-house Broker Barnet Pet Aug 30 Ord Aug 14
ELISTON, JOHN FREDERICK, Huddington, Grocer Peterborough Pet Aug 13 Ord Aug 13
FENTON, EMILY ELIZABETH, Harrogate, Ladies' Outfitter York Pet Aug 13 Ord Aug 13
FOX, JOSEPH JUBB, Batley, York, Woollen Manufacturer Dewsbury Pet Aug 14 Ord Aug 15
FRANCIS, ALFRED WILLIAMS, Hereford, Bristol, Solicitor Bristol Pet Aug 8 Ord Aug 13
GRADWELL, JOHN, Southport, Fork Butcher Liverpool Pet Aug 17 Ord Aug 15
GREEN, FRANK, Leicester, Fish Salesman Leicester Pet Aug 14 Ord Aug 14
GREENWOOD, FRED, Derby, Builder Derby Pet Aug 11 Ord Aug 13
GUNTER, PHILIP EDWARD, Newport, Mon, Grocer Newport Pet Aug 13 Ord Aug 13
HAMBLIN, WILLIAM ARTHUR, Dorking, Surrey, Builder Croydon Pet Aug 10 Ord Aug 10
HARDMON, ALBERT VERITY, Southport, Cigar Merchant Liverpool Pet Aug 14 Ord Aug 14
HART, B.B., Wandsworth Wandsworth Pet Aug 13 Ord Aug 13
HARTLEY, ISAAC, Leicester, Corn Merchant Leicester Pet Aug 15 Ord Aug 15
HEWLETT, ALBERT HENRY, Rock Ferry, Chester, Wholesale Butcher Liverpool Pet Aug 19 Ord Aug 14
HOLT, WALTER, Heckmondwike, York, Timekeeper Dewsbury Pet Aug 15 Ord Aug 15
HUDSON, JOHN LEWIS, Sheffield, Joiner Sheffield Pet Aug 13 Ord Aug 13
HUGHES ROBERT, Tal lae Hafodely, Denbigh, Farmer Bangor Pet Aug 10 Ord Aug 14
JOHNSON, EDMOND, Skipwith, Yorks, Farmer York Pet Aug 14 Ord Aug 14
JONES, THOMAS, Garw Valley, Glam, Grocer Cardiff Pet Aug 13 Ord Aug 13
LANDER, WILLIAM, Shanklin, I of W, Photographer Newport Pet Aug 13 Ord Aug 13
LEGGETT, JOHN JAMES, Southsea, Music Dealer Portsmouth Pet Aug 14 Ord Aug 14
LEWIS, CHARLES, Witham, Essex, House Decorator Chelmsford Pet Aug 13 Ord Aug 13
MCCULLOUGH, COLIN JOHN, Broad at, Mining Agent High Court Pet Aug 17 Ord Aug 15
MELHURST, ROBERT DAY, Great Grimsby Great Grimsby Pet Aug 1 Ord Aug 13
MUNDAY, E.J., Willenden, Draper High Court Pet Aug 13 Ord Aug 15
MOLES, FRANCIS, Birmingham, Wholesale Jeweller Birmingham Pet Aug 15 Ord Aug 15
PARKER, JAMES, Leeds, Journeyman Butcher Leeds Pet Aug 13 Ord Aug 13
PERRY, GEORGE CHARLES, Luton, Beds, Coal Merchant Luton Pet Aug 15 Ord Aug 15
ROBINSON, HENRY JOHN, Derby, Builder Derby Pet Aug 3 Ord Aug 13
ROCHE, PERCY, Worstead, Norfolk, Gardener Norwich Pet Aug 14 Ord Aug 14
SCOTT (HENRY) & SONS, Alverstoke, Derby, Timber Merchants Derby Pet Aug 13 Ord Aug 13
THOMPSON, GEORGE, Cannock, Staffs, Miner Walsall Pet Aug 13 Ord Aug 13
TOKES, JAMES WILLIAM WALTER, Wyde Green, Warwick, Butcher Birmingham Pet Aug 13 Ord Aug 13
WEST, GEORGE ARTHUR, Stratham, Clerk Wandsworth Pet Aug 16 Ord Aug 13
WILLIAMS, JAMES, Crews, Plumber Nantwich Pet Aug 15 Ord Aug 15
WINTERBOTTOM, JAMES, Blackpool, General Dealer Preston Pet Aug 25 Ord Aug 11
 Amended notice substituted for that published in the London Gazette of Aug 14:
CHAPMAN, GEORGE FREDERICK, St Leonards on Sea, Commission Agent Hastings Pet Aug 11 Ord Aug 11
FIRST MEETING.
BEARDSLEY, EZEKIEL, Ilkeston, Lace Hand Aug 24 at 12 Off Rec, 47, Full at, Derby
CHAPMAN, GEORGE FREDERICK, St Leonards on Sea, Commission Agent Aug 28 at 11.30 County Court Office, 24, Cambridge rd, Hastings
CLARKSON, CHARLES WILLIAM, Kingston upon Hull, Painter Aug 24 at 11 Off Rec, Trinity House in, Hull
CLIVE, JOHN HENRY, Plymouth, Licensed Victualler Aug 24 at 11 6, Alderbury terr, Plymouth
COCKSHUTT, HERBERT MILTON, Road, Lanco, Cotton Manufacturer Aug 24 at 2 County Court house, Blackburn
COLL, W., East Grinstead Aug 24 at 11.30 24, Railway app, London bridge
COOKE, EMERSON, Birmingham, Flour Merchant Aug 27 at 11 174, Corporation st, Birmingham
DE MONT, LOUIS T., Budge row, Cannon st, Foreign Banker Aug 27 at 1 Bankruptcy bldg, Carey st
FALLICK, FRANK JOSEPH, Shanklin, I of W, Baker Aug 27 at 11 Off Rec, Shanklin, I of W, Baker Aug 27 at 11 Off Rec, 8, King st, Norwich
FAULKNER, FREDERICK WILLIAM, Norwich Aug 25 at 12.30 Off Rec, 8, King st, Norwich
FENTON, EMILY ELIZABETH, Harrogate, York, Ladies' Outfitter Aug 25 at 11.15 Off Rec, 28, Stonegate, York
FRANCIS, ALFRED WILLIAM, Hereford, Bristol, Solicitor Aug 29 at 12 Off Rec, Baldwin st, Bristol
GOTT, HARRY, Reading, General-shop Keeper Aug 25 at 2.30 Queen's Hotel, Reading
GRIFFITHS, OWEN, Llandudno junc, Carnarvon, Joiner Aug 24 at 11 Crypt chambers, Chester
HENNER, THOMAS, St Martin's-le-Grand, Hairdresser Aug 29 at 11 Bankruptcy bldg, Carey st
HIGGS, JAMES, Worcester, Builder Aug 27 at 12 45, Copthagen st, Worcester
HUNT, THOMAS, Birmingham, Fruitcrer Aug 28 at 11 174, Corporation st, Birmingham
JAMES, JOHN, Gt Grimsby Aug 24 at 11 Off Rec, 15, Osborne st, Gt Grimsby
JEFFERSON, GEORGE FREDERICK, North Walsham, Norfolk, Post Office Clerk Aug 25 at 1 Off Rec, 8, King st, Norwich
JOHNSON, EDMOND, Skipwith, York, Farmer Aug 28 at 12.30 Off Rec, 28, Stonegate, York
JONES, JOHN WATKIN, Denbigh, Licensed Victualler Aug 24 at 3.15 White Lion Hotel, Bala
JONES, THOMAS HENRY, Northwich, Grocer Aug 24 at 10.45 Royal Hotel, Crewe
LANDER, WILLIAM, Shanklin, I W, Photographer Aug 27 at 11.30 Off Rec, Newport, I W
LEGGETT, JOHN JAMES, Southsea, Music Dealer Aug 24 at 14 Bankruptcy bldg, Carey st
LEWIS, CHARLES, Witham, Essex, House Decorator Aug 24 at 12.30 Shirehall, Chelmsford
MACIVER, CHARLES, and THOMAS MUIR KERR, Liverpool, African Merchants Aug 28 at 2 Off Rec, 35, Victoria st, Liverpool
METHERINGHAM, JOHN, Spalding, Lincs, Baker Aug 24 at 12.15 Law Courts, New rd, Peterborough
PADBUXT, GEORGE, Highbury, Cycle Maker Aug 30 at 11 Bankruptcy bldg, Carey st
PARKER, JAMES, BURNHOLME, Leeds Aug 24 at 11 Off Rec, 32, Park row, Leeds
POLLARD, WILLIAM EDWARD, Raistrick, rd, Halifax, Clerk Aug 24 at 3 Off Rec, Townhall chambers, Crossley at, Halifax
PUTNAM, FRANK, and WILLIAM CHARLES PUTNAM, Northampton, Fishmongers Aug 24 at 12.30 Off Rec, County Court bldg, Sheep st, Northampton
ROBINSON, JOHN, Midway, 31, Midway Park, Carnman Aug 29 at 1 Bankruptcy bldg, Carey st
ROCHE, PERCY, Worstead, Norfolk, Gardener Aug 25 at 12 Off Rec, 8, King st, Norwich
SCOTT, WALTER VERNON, Hammersmith, Electrical Engineer Aug 30 at 1 Bankruptcy bldg, Carey st
SMITH, JAMES, and EDWARD CHARLES SMITH, Commercial rd, Boot Dealers Aug 24 at 1 Bankruptcy bldg, Carey st
THOMAS, WILLIAM, Shrewsbury, Farmer Sept 18 at 10.30 Off Rec, 42, St John's hill, Shrewsbury
UTON, JAMES JOHN, Glanrath, Conway, Cattle Dealer Aug 25 at 12.15 Ship Hotel, Bangor
WELLS, HARRY FRANK, Hanwell, Grocer Aug 24 at 3 Off Rec, 95, Temple chambers, Temple av
WILLIAMS, HUGH WHITE, Old Colwyn, Carnarvon, Draper Aug 24 at 11.45 Crypt chambers, Chester
WILLIAMS, WILLIAM, Bangor Aug 25 at 12.45 Ship Hotel, Bangor
WILSON, SAMUEL, and WILLIAM GRUNDY, Bradford, Builders Aug 24 at 11 Off Rec, 31, Manor row, Bradford
WOODWARD, FRANCIS WILLIAM WILSON, Montague st, Russell sq Aug 27 at 11 Bankruptcy bldg, Carey st
WRIGHT, CEDRIC ALFRED, Sevenoaks, Clothier Aug 24 at 12 24, Railway app, London Bridge
WYLD, EVERARD WILLIAM, East Horsley, Surrey Aug 29 at 11 Bankruptcy bldg, Carey st
ADJUDICATIONS.
ALLIX, NOEL CHARLES NOEL, HARVEY, St James's High Court Pet Aug 25 Ord Aug 11
ANDREWS, ARTHUR, Sirhowy, Colliery Labourer Tredegar Pet Aug 10 Ord Aug 14
BARBER, WILLIAM HARVEY, Matlock, Derby Derby Pet Aug 15 Ord Aug 15
BAUFELD, FREDERICK, Hensley on Thames, Baver Reading Pet Aug 25 Ord Aug 13
BENBAUM JESSE, Lincoln, Furniture Dealer Lincoln Pet Aug 15 Ord Aug 15
BROOKHEAD, FRANK, Salford Salford Pet Aug 14 Ord Aug 14
CALVERT, THOMAS, Normanby, York, Butcher Middleborough Pet Aug 13 Ord Aug 13
CHAPMAN, GEORGE FREDERICK, St Leonards on Sea, Commission Agent Hastings Pet Aug 11 Ord Aug 14
CLIFFE, JESSIE, Shipley Bradford Pet Aug 6 Ord Aug 14
DOWLING, THOMAS HENRY, Newtown, Montgomery, Druggist Newtown Pet Aug 10 Ord Aug 13
ELISTON, JOHN FREDERICK, Huddington, Grocer Peterborough Pet Aug 13 Ord Aug 13
FAULKNER, FREDERICK WILLIAM, Norwich Norwich Pet Aug 25 Ord Aug 14
FENTON, EMILY ELIZABETH, Harrogate, Ladies' Outfitter York Pet Aug 13 Ord Aug 13
GALLARD, WILLIAM JENKINSON, Northampton, Bank Clerk Northampton Pet Aug 15 Ord Aug 15
GIBBS, EDWIN JAMES, Northampton, Shoe Manufacturer Northampton Pet Aug 18 Ord Aug 14
GREEN, FRANK, Leicester, Fish Salesman Leicester Pet Aug 14 Ord Aug 14
GUNTER, PHILIP EDWARD, Newport, Mon, Grocer Newport, Mon Pet Aug 13 Ord Aug 13
HAMBLIN, WILLIAM ARTHUR, Dorking, Builder Croydon Pet Aug 10 Ord Aug 10
HARDMON, ALBERT VERITY, Southport, Cigar Merchant Liverpool Pet Aug 14 Ord Aug 14
HARTLEY, ISAAC, Leicester, Corn Merchant Leicester Pet Aug 15 Ord Aug 15
HOLT, WALTER, Heckmondwike, York, Timekeeper Dewsbury Pet Aug 15 Ord Aug 15
HUDSON, JOHN LEWIS, Sheffield, Joiner Sheffield Pet Aug 13 Ord Aug 13
JOHNSON, EDMOND, Skipwith, York, Farmer York Pet Aug 14 Ord Aug 15
JONES, OWEN, FERGUSON, Carnarvon, House Furnisher Bangor Pet Aug 13 Ord Aug 18
JONES, THOMAS, Pontyrryl, Glam, Grocer Cardiff Pet Aug 13 Ord Aug 13
LANDER, WILLIAM, Shanklin, I of W, Photographer Newport Pet Aug 13 Ord Aug 13

LEGGETT, JOHN JAMES, Southsea, Music Dealer Portsmouth Pet Aug 14 Ord Aug 14
MELHURST, ROBERT DAY, Great Grimsby Great Grimsby Pet Aug 1 Ord Aug 14
NEVILLE, SARAH LIZA BAKER, Barnby Moor, nr Focklington, Yorks York Pet Aug 5 Ord Aug 9
PARKER, JAMES, Leeds, Journeyman Butcher Leeds Pet Aug 13 Ord Aug 13
ROCHE, PERCY, Worstead, Norfolk, Gardener Norwich Pet Aug 14 Ord Aug 14
SUDLEY, BARON CHARLES DOUGLAS RICHARD, Ironmonger la High Court Pet Aug 13 Ord Aug 13
THOMPSON, GEORGE, Cannock, Staffs, Miner Walsall Pet Aug 13 Ord Aug 13
TOD, JOHN, Rochdale, Inn-keeper Rochdale Pet Aug 21 Ord Aug 13
WINTERBOTTOM, JAMES, Blackpool, General Dealer Preston Pet Aug 25 Ord Aug 11
 London Gazette.—TUESDAY, Aug. 21.
RECEIVING ORDERS.
ANTHONY, ALFRED, jun, Handsworth, Manchester Warehouseman Birmingham Pet Aug 17 Ord Aug 17
ARNDT, JOSEPH, Aldershot, Butcher Guildford Pet Aug 15 Ord Aug 15
BAILEY, ELLIS, Stockton on Tees, Grocer Stockton on Tees Pet Aug 17 Ord Aug 17
BATTINE, WILLIAM ALEXANDER, Kirkstatham Old Hall, nr Redcar, York Middleborough Pet Aug 25 Ord Aug 17
BATLY, ELIZABETH WOOTTON, Margate, Stationer Canterbury Pet Aug 16 Ord Aug 16
BOYNE, RICHARD, Madron, Cornwall, Fruit Dealer Truro Pet Aug 17 Ord Aug 17
COOPER, HENRY, Leeds, Cloth Merchant Leeds Pet Aug 12 Ord Aug 17
CURRIE, MARK HENRY EDWARD, Salcombe Regis, Devon Exeter Pet Aug 25 Ord Aug 16
EVANS, DAVID JAMES, Lampeter, Cardigan, Clothier Carmarthen Pet Aug 15 Ord Aug 15
GALVIN, JOHN, Baywater, Ladies' Tailor High Court Pet Aug 16 Ord Aug 16
GIBSON, WELFORD, East Ardsley, Yorks, Painter Wakefield Pet Aug 15 Ord Aug 15
GRAHAM, WILLIAM, Kirkby Thore, Westmorland, Sheriff of Westmorland Kendal Pet Aug 25 Ord Aug 17
GREEN, THOMAS, Wren, Salop, Coachbuilder Shrewsbury Pet Aug 17 Ord Aug 17
GUEDALL, HENRY, Abingdon rd, East's Court High Court Pet Aug 12 Ord Aug 17
HEATH, ALFRED EDWARD, Wallington, Dairymen Croydon Pet Aug 25 Ord Aug 14
HETTON, ELLWOOD, Ealing Brentford Pet Aug 21 Ord Aug 17
HOBLYN, WILLIAM ERNEST PAGET, Colan, Cornwall Truro Pet Aug 4 Ord Aug 13
HOCKNELL, S.C., Hove, Sussex Brighton Ord Aug 16
HUGHES, THOMAS, Middlesbrough, Tea Importer High Court Pet Aug 28 Ord Aug 17
JACKSON, FRANCIS JOHN WILLIAM, Sutton Coldfield, Builder Birmingham Pet Aug 16 Ord Aug 16
JOHNSON, JAMES A., Basinghall av High Court Pet Aug 11 Ord Aug 17
KEANE, EDWARD F.H., Buisse Hill, Sussex Brighton Pet Aug 2 Ord Aug 16
KNIGHTLEY, JOE, Leeds, Carting Agent Leeds Pet Aug 15 Ord Aug 15
KEMP, ERNEST HUGH, Lower Broughton, Salford, Meat Salesman Salford Pet Aug 15 Ord Aug 15
MENDIL, WALDEMAR, Portdown rd, Fur Merchant High Court Pet Aug 15 Ord Aug 15
MICKY, JOHN JAMES, Broadstairs Kent, Licensed Victualler Canterbury Pet Aug 8 Ord Aug 16
PACH, ARTHUR HENRY, Birmingham, Plumber Birmingham Pet Aug 16 Ord Aug 16
PERKS, WILLIAM, Stockton on Tees, Builder Stockton on Tees Pet Aug 16 Ord Aug 16
PICKERSHILL, BENJAMIN, Keighley, Yorks, Milliner Bradford Pet Aug 16 Ord Aug 16
PONEROY, ARTHUR, Kingston upon Hull, Dressmaker Kingston upon Hull Pet Aug 17 Ord Aug 17
REYNOLDS, JAMES WILLIAM, Pontypriid, Grocer Pontypriid Pet Aug 3 Ord Aug 13
REYNOLDS, NICHOLAS RUTLEDGE, Newquay, Cornwall, Plumber Truro Pet Aug 16 Ord Aug 16
RICKARDS, ELIZABETH, Leamington, Tobaccoist Warwick Pet Aug 16 Ord Aug 16
SIMPSON, ALFRED BERTHAM, Beverley, York, Implement Agent Kingston upon Hull Pet Aug 16 Ord Aug 16
STIRLING, ALEXANDER, Tottenham, Wine Retailer Edmonton Pet Aug 15 Ord Aug 17
TAYLOR, FREDERICK, Scarborough, Restaurant Keeper Scarborough Pet Aug 17 Ord Aug 17
TRONTON, WALTER ACKERLEY, Nelson, Lancs, Solicitor's Clerk Burnley Pet Aug 15 Ord Aug 16
TURNER, JAMES WILLIAM, Wimbeldon, Mechanical Engineer Kingston, Surrey Pet Aug 15 Ord Aug 15
WALKER, JOHN WILLIAM, Scotland, Batley, York, Joiner Dewsbury Pet Aug 17 Ord Aug 17
WATKINS, JOHN CHARLES, Groomed, Mon, Licensed Victualler Hereford Pet Aug 17 Ord Aug 17
WHITE, JAMES THOMAS, Bradford, Woollen Merchant Bradford Pet Aug 18 Ord Aug 18
WHITEHEAD, CHARLES, Stalybridge, Chester, Confectioner Ashton under Lyne Pet Aug 17 Ord Aug 17
WHITELAW, R.J., Paisley, Builder High Court Pet Aug 25 Ord Aug 15
WOODCOCK, GEORGE, Minehead, Somerset, Tailor Taunton Pet Aug 17 Ord Aug 17
WRIGHT, BENJAMIN, Fakenham, Norfolk, Boot Seller Norwich Pet Aug 17 Ord Aug 17
 Amended Notice substituted for that published in the London Gazette of Aug 17:
WINTERBOTTOM, JAMES, Blackpool, General Dealer Preston Pet Aug 25 Ord Aug 11
FIRST MEETINGS.
ANDREWS, ARTHUR, Sirhowy, Colliery Labourer Aug 29 at 12.15 High st, Tredegar
BARNETT, JAMES, Aston, Warwick, Furniture Maker Aug 30 at 11 174, Corporation st, Birmingham
BAYLES, GEORGE, jun, Birmingham, Builder Aug 21 at 11 174, Corporation st, Birmingham

BERNBAUM, JESSE, Lincoln, Furniture Dealer Aug 30 at 12 Off Rec, 31, Silver st, Lincoln
 BOOTE, CHARLES HENRY, Battersea, Chemist Aug 30 at 12 Bankruptcy bldg, Carey st
 BROOKHEAD, FRANK, Salford Aug 29 at 2.30 Off Rec, Byrom st, Manchester
 CHAMBERS, JOSE, Worthington, Shop Assistant Sept 3 at 2.45 Court house, Cockerthorpe
 CURRIE, MARK HENRY EDWARD, Salcombe Regis, Devon Sept 12 at 10.30 Off Rec, 15, Bedford circus, Exeter
 HILLISTON, JOHN FREDERICK, Huntingdon, Grocer Aug 29 at 12 Off Rec, 5, Petty Cur, Cambridge
 GALVIN, JOHN, Baywater, Ladies' Tailor Aug 29 at 12 Bankruptcy bldg, Carey st
 GIBSON, WELFORD, East Ardley, Yorks, Painter Aug 28 at 11 Off Rec, 6, Bond st, Wakefield
 GREEN, FRANK, Leicester, Phil Salesman Aug 29 at 12 Off Rec, 1, Berridge st, Leicester
 HALLEY, PERCY, Stone, Lancashire, Airedale Water Manufacturer Aug 28 at 3 Off Rec, 14, Chapel st, Preston
 HANBLIN, WILLIAM ARTHUR, Dorking, Builder Aug 28 at 19 24, Railway apt, London Bridge
 HARRIS, ROBERT, Preston, Stonemason Aug 28 at 2.30 Off Rec, 14, Chapel st, Preston
 HEWLETT, ALBERT HENRY, Bock Ferry, Chester, Wholesale Butcher Aug 29 at 2 Off Rec, 35, Victoria st, Liverpool
 JONES, THOMAS, Pontyrryl, Garw Valley, Glam, Grocer Aug 29 at 12.30 117, St Mary st, Cardiff
 KNIGHTLEY, JOSE, Leeds, Carting Agent Aug 29 at 11 Off Rec, 22, Park row, Leeds
 KEMP, ERNEST HUGH, Lower Salford, Lancs, Meat Salesman Salford Pet Aug 15 Ord Aug 15
 KNIGHTLEY, JOSE, Leeds, Carting Agent Leeds Pet Aug 15 Ord Aug 15
 DERRING, WATSON, Burnley, Livery Stable Proprietor Burnley Pet July 21 Ord Aug 16
 MCCLAREN, DAVID, and RICHARD MCCLAREN, Liverpool, Grocers Liverpool Pet Aug 8 Ord Aug 16
 MARTIN, HENRY, Birmingham, Cabinet Maker Birmingham Pet July 26 Ord Aug 16
 MENDEL, WALDEMAR, Portadown rd, Fur Merchant High Court Pet Aug 15 Ord Aug 15
 NICOL, JOHN, Warrington, Watchmaker Warrington Pet July 27 Ord Aug 17
 OWEN, HUGH THOMAS, Llangollen, Denbigh Wrexham Pet July 13 Ord Aug 11
 PICKERHILL, BENJAMIN, Keighley, Yorks, Milliner Bradford Pet Aug 16 Ord Aug 16
 POMEROY, AMY, Kingston upon Hull, Dressmaker Kingston upon Hull Pet Aug 17 Ord Aug 17
 RADSON, RICHARD ROSE, Eastbourne, Boarding house Keeper Eastbourne Pet Aug 10 Ord Aug 16
 RADSON, SAMUEL, Britannia Works, Kensal rd, Staircase Manufacturer High Court Pet July 6 Ord Aug 13
 REYNOLDS, JAMES WILLIAM, Pontypool, Grocer Pontypool Pet Aug 8 Ord Aug 16
 RICHARDS, ELIZABETH, Leamington, Tobacconist Warwick Pet Aug 16 Ord Aug 16
 ROBERTS, EDWIN, Birmingham, Tailor Birmingham Pet June 20 Ord Aug 18
 ROLFE, FREDERICK JAMES, Brixton, Confectioner High Court Pet July 31 Ord Aug 16
 SIMMONS, JOSEPH BERNARD, Dashwood House High Court Pet July 30 Ord Aug 17
 SIMMONS, WILLIAM, Stoke Newington, Merchant High Court Pet June 13 Ord Aug 15
 SIMPSON, ALFRED BERTHA, Beverley, York, Implement Agent Kingston upon Hull Pet Aug 16 Ord Aug 16
 STIMPSON, WILLIAM, Clapham rd, Brewer High Court Pet July 14 Ord Aug 16
 STIELING, ALEXANDER, Tottenham, Wine Retailer Edmonton Pet Aug 15 Ord Aug 17
 TAYLOR, FREDERICK, Scarborough, Restaurant Keeper Scarborough Pet Aug 17 Ord Aug 17
 THORNTON, WALTER ACKERLEY, Nelson, Lancs, Solicitor's Clerk Burnley Pet Aug 16 Ord Aug 18
 TOLKE, JAMES WILLIAM WALTER, Wyde Green, Warwick, Butcher Birmingham Pet July 23 Ord Aug 15
 WALKER, JOHN WILLIAM, Southill, mr Batley, Joiner Dewsbury Pet Aug 17 Ord Aug 17
 WATKINS, JOHN CHARLES, Gromont, Mon, Licensed Victualler Hereford Pet Aug 17 Ord Aug 17
 WHITEHEAD, CHARLES, Stalybridge, Confectioner Ashton under Lyne Pet Aug 17 Ord Aug 17
 WOOLCOTT, GEORGE, Minehead, Somerset, Tailor Taunton Pet Aug 17 Ord Aug 17

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